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# ARCHIVING YOUR WORK IN DIGITAL COMMONS:

## COPYRIGHT CONSIDERATIONS FOR AUTHORS

LEARN ABOUT COPYRIGHT as it relates to archiving your work in Digital Commons @ Georgia Southern. Learn about the different kinds of copyright agreements used by publishers, different publication versions, and options for protecting your ability to use and disseminate your work as you see fit.

### OVERVIEW & LICENSING FOR DEPOSIT

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### Glossary of Publication Terms

**Copyright Transfer Agreement:** A legal agreement between the author and the publisher that transfers all or some of the author's copyright rights to the publisher. Some rights or licenses may be returned to the author as part of this agreement. Under such an agreement, the publisher becomes the copyright holder of the work. Copyright transfer agreements are more common, and more likely to serve the interests of the publisher.

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**Published Version:** The final version of the author's work as prepared for publication by the publisher. The published version is the final print or electronic manifestation of the work, including all revisions made as the result of any editorial or peer-review process, and including any layout or copy editing performed by the publisher in preparation for publication.

**Post-Print:** The author's final manuscript version, including revisions made as the result of any editorial or peer-review process. However, unlike the published version, the post-print does not include any layout or copy editing performed by the publisher in preparation for publication. Proofs and off-prints provided to the author by the publisher do not qualify as post-prints.

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For licensing advice particular to datasets, see [Basic Intellectual Property Rights in Data Management](#).

## Protecting Your Copyright with Publishers

The publication process usually involves a transfer of copyright rights from the author to the publisher. However, it is not always necessary for the author to transfer all rights to the publisher in order to publish a work.

Many publishers allow you to archive a pre-print or post-print of your work in an open-access repository. Publishers are most likely to allow you to archive a pre-print of your work. However, because this version does not include revisions made as the result of any editorial or peer-review process, it is less desirable for sharing. On the other hand, publishers are least likely to allow you to archive the published version.

Because the content of the post-print is largely the same as the published version of your work, you are strongly encouraged to archive a post-print version if permitted. In some cases, you may archive the published version of your work after a specified embargo period.

Many publishers are willing to negotiate the terms of their copyright transfer agreements, or permit use of a license to publish instead. Regardless, it is important for you to review and negotiate the terms of publication with the publisher prior to signing any documents. A license to publish written in the

publisher's favor may restrict your rights just as much as a copyright transfer agreement.

The first step to protecting your copyright is to review copyright policies as part of vetting potential publishers or publications for your work. You are strongly encouraged to consult with your Library Liaison during this process. During the vetting process, consider the following steps:

1. Consider publishing with a publisher that shares your goals as a scholar. One good place to look is the [Directory of Open Access Journals](#).
2. Search [Beall's List of Publishers](#) for the publisher or publication to see if it has been identified as "predatory," or as engaging in practices that do not ensure peer-review or exploit authors' desire to publish.
3. Search the [SHERPA/RoMEO](#) database for the publisher or publication to see their current copyright and archiving policies.
4. Obtain a copy of the publisher's standard copyright transfer agreement or license to publish, and use the checklist on the back of this document to review its conditions.
5. Contact the publisher to see if they permit use of a copyright addendum, alternative agreement language, or a license to publish.

The second step to protecting your copyright occurs when you submit your work to a publisher. Some publishers now require "click-through" agreements which the author completes at the time of manuscript submission, thus binding the author to certain conditions if the work is accepted for publication.

If this is the case, you should review the click-through agreement as carefully as you would any copyright transfer agreement or license to publish. If you have concerns about the content of the click-through agreement, you may need to contact the publisher prior to submitting your work.

The third step to protecting your copyright occurs after your work has been accepted for publication. When preparing for publication, consider the following steps:

1. Request that the publisher add an addendum to your copyright transfer agreement or license to publish that returns self-archiving and other desired rights to you. Numerous such addenda exist that can be used for this purpose, including the [SPARC Author Addendum](#) or Science Commons' [Copyright Addendum Engine](#). [Simmons College](#) provides additional examples of author addenda.
2. If the publisher will not accept an author addendum, request that the terms of your agreement or license be modified to permit self-archiving. [Cornell University](#) provides examples of alternative language that you can propose.

3. Alternately, if the publisher will accept a license to publish, consider licensing your work using a [Creative Commons license](#) or use the publisher's already-prepared license.
4. If you have received funding for your research from the National Institutes of Health (NIH), you must submit all post-prints to PubMed Central within twelve months of publication. Any copyright transfer agreement or license to publish you sign must allow you to comply with this requirement. For more information, [visit the NIH website](#).
5. Take special care to review any document that includes a "non-compete" clause or constrains your rights with regard to derivative works, as these may limit your ability to create new works in the same research area or field of study.
6. In any case, be sure to use the checklist on the back of this document to review the conditions of all documents prior to signing them.

Remember, until you sign any copyright transfer agreements or licenses to publish, you retain copyright over your work. If you cannot accept the conditions a publisher will place on you in order to publish your work, consider a different publisher.

## Archiving Previously Published Works

As outlined above, when publishing a work, the author typically signs a copyright transfer agreement with the publisher that defines which rights are transferred to the publisher, and which are retained by the author. In many cases, the entire bundle of copyright rights is assigned to the publisher, and then certain rights or licenses are given back to the author. Alternately, some publishers require only that authors provide an exclusive or non-exclusive license to publish their work.

If you intend to submit a work to Digital Commons for which a copyright transfer agreement or license to publish previously has been signed, you must determine whether you retain sufficient authority to archive your work. *Digital Commons staff are happy to handle this process for you.*

In order to determine whether you may archive one or more versions of your work under your existing publisher agreement, follow these steps:

1. Use the checklist on the back of this document to review the conditions of your copyright transfer agreement or license to publish to determine whether archiving is allowed, and under what conditions.
2. If you have not retained a copy of your transfer agreement or license to publish, search the [SHERPA/RoMEO database](#) for your publisher or publication to see their current copyright and archiving policies.

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# Copyright Agreement Checklist

Use the following checklist to evaluate any publisher's copyright agreement or license to publish. This checklist is adapted from Truesdell, C. (2012). *Checklist for Reviewing Publisher Copyright Agreements*, available at <http://digitalcommons.bepress.com/copyrightbasics/4>.

## I. Many publishers will want you to assign your copyright to them in exchange for publishing your work. Look for a transfer or assignment of copyright agreement. Does the agreement require you to grant to the publisher "exclusive" rights or all rights?

☐ Yes; this means that you, as author, retain NO rights to distribute, reproduce, publicly perform, publicly display, or use your work in future publications without the permission of the publisher.

☐ No; determine which rights you retain.

## II. Does the agreement include a "non-compete" clause or otherwise constrain your rights with regard to derivative works, regardless of whether you transfer other rights?

☐ Yes; proceed with caution, this may significantly limit your ability to create new works in the same research area or field of study.

☐ No; determine which rights you retain.

## III. After asking you to transfer copyright to them, many publishers grant back certain rights or licenses to you to use your work in specific ways. Determine what rights are granted back to you, for what version and format, and after how long (embargo).

### a. Rights

☐ Right to be identified as the author (this is a basic right and should be in all contracts)

☐ Right to archive electronically in an institutional repository (i.e., Digital Commons).

☐ Right to transmit, print, and share copies with colleagues.

☐ Right to reuse in other publications (look for amount that can be reused).

☐ Right to use in teaching or training, such as course packs, e-reserves, presentations at conferences, or distance learning (look for any restrictions).

### b. Version(s)

☐ Pre-Print [rights often granted; less desirable, but better than nothing].

☐ Post-Print [rights frequently granted, acceptable].

☐ Published Version [rights rarely granted, but this is the best-case scenario].

### b. Format:

☐ Print

☐ Electronic

### c. Embargo (some publishers will allow some or all of the above rights for a particular version after a stated number of months after release of the published version), common embargo periods are:

☐ 6 months

☐ 12 months

☐ 18 months

☐ Other: \_\_\_\_\_

## IV. If the publisher retains all rights, or so many that it will inhibit your ability to teach, research, or create new knowledge, consider the following options:

☐ Request that the publisher add an addendum to your existing agreement or license that returns self-archiving or other desired rights to you.

☐ If the publisher will not accept a contract addendum, request that the terms of your agreement or license be modified to permit self-archiving.

☐ If the publisher will accept a license to publish, consider licensing your work using a [Creative Commons license](#), or use the publisher's already-prepared license.

☐ If you have received funding for your research from the National Institutes of Health (NIH), you must submit all post-prints to PubMed Central within twelve months of publication. Any agreement you sign must allow you to comply with this requirement. Notify the publisher if applicable.

☐ If the publisher will not work with you to restore your right to self-archive your preferred version of your work, then you may be able to reclaim your copyright by sending a termination notice to the publisher and registering the termination with the United States Copyright Office.